AGREEMENT TO SELL

FOR RS.

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THIS AGREEMENT TO SELL is executed at BHANDARAon this

_____ day of_____ 2015

BETWEEN

SAPNA DEVELOPERS, PROPRIETOR VIRENDRA KAMDEV SINGH, Aged about- 40 years, Occupation-Business,hereinafter called as the"VENDOR/DEVELOPER"which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said VENDOR/DEVELOPER, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

AND

_____,

Aged about_____ years,Occu.-_____

R/o._____

_____(PAN NO._____) hereinafter called and referred to as "THE PURCHASER" which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said PURCHASER, as well as his respective heirs, legal heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

WHEREAS the above named Vendor/Developer is sole and absolute legal owner of Plot No. 1, admeasuring Total area 1942.25 SQ.mt.of Mouza Shahapur ,Ph. No. 6, Thak. No. 150, At Th. District Bhandara.

And where as the said aforesaid property is originally belongs to Arun Sadashiv Karemore Res. Shahapur and Vide Serial No. 3679 Registered Sale Deed dated 03.09.2014the said property was purchased by Virendra Kamdev Singh R/o Bhandara. Thereafter the said property transferred by way of sale deed dated 03.09.2014 Vide Sr. No. 3679/2014 in favour of Virendra Kamdev Singh R/oBhandara and as such the said Virendra Kamdev Singh had become sole and absolute owner of the aforesaid property i.e. Plot No. 1 Whereas the property consisting of the Gat No. 444/1, admeasuring Total area 0.68 HR of Mouza Shahapur, Ph. No.6, Thak.No. 150, At Th. District Bhandara. vide Registered Sale Deed dated 03/09/2014 at Sr.NoBDR3679-2014 duly registered in the Office of Sub

Registrar, **Bhandara.** executed by heirs (1) Virendra Kamdev Singh R/o Bhandara. As such the Vendors is the joint owner of aforesaid Gat No. 444/1 as described above to extent of area purchased by them vide Sale Deed dtd.03/09/2014 at Sr. No.BDR3679-2014 AND WHEREAS the Vendors submitted the said entire and described above containing by admeasurements 0.68 HR to the provisions of The Maharashtra Apartment Ownership Act, 1970 and the same is duly registered in the office of Sub-Registrar, Bhandarat Serial No BDR 3679-2014/dated. 03/09/2014 by executing Deed of Declaration of 'SURYA TOWER 3'.

AND WHEREAS the Vendors' have started the construction through SAPNA DEVELOPERS, BHANDARA on the Parcel of land described above, of a Multistoried Building to be known and styled as "SURYA TOWER 3"according to the plan which is approved and duly sanctioned by Gram Parashid Shahapur vide its Building permit No.....in the name and seal of the Gram Parashid Shahapur The said apartment is comprise of 44 Flats & 29 Shops in First Floor 40 Shops Ground Floor 29 Shops & Second to Fourth Floor having 44 Flat on Floor. The said apartments may be sold or retained by the Vendors in particular, which exclusively property rights thereto, with all heritable and transferable immovable property rights, within the meaning of any law for the time being in force.

AND WHEREAS, the PURCHASER being desirous of owning Tenement for her/his/their use with heritable and transferable right therein have approached the Vendors and expressed her/his/their desire and willingness to purchase the undivided proportionate share and interest in the said land together with the entire R.C.C. Superstructure comprising of SHOP No._____situated on_____FLOOR respectively in **"SURYA TOWER 3"**having built-up area____Sq.Mtrs.(_____sqft)approx. and Super Built up area _____Sq.mtrs.(_____ sq.ft)TOGETHER WITH the % of undivided share in the said plot of land, within the limits of Gram Parashid Shahapur and, hereinafter referred to as the **"said Property"**. The said property is more particularly described in the Schedule hereunder written. Both the parties therefore finalize the transaction by executing this Agreement to Saleon following terms and conditions.

NOW IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE VENDORS/DEVELOPERS AND THE PURCHASER HERETO AS FOLLOWS :-

THAT in consideration for a total sales consideration amount of Rs. _____ (Rs. _____) agreed to be paid the Purchaser,the Vendors/Developers will sell and the Purchaser will buy SHOP No._____situatedon_____**FLOOR** respectivelyin **"SURYA TOWER 3"** having built-up area ____ Sq.Mtrs.(_____ sqft) approx. and Super Built up area _____ Sq.mtrs.(_____ sq. ft)TOGETHER WITH proportionate and undivided share and interest in all that piece and parcel of land bearing part of Plot No.1, admeasuring Total area 1942.25 Sq.mt.

SPECIFICATION OF APARTMENT REFERRED HEREIN ABOVE (SCHEDULE "A")

1.	Structure	:-	R.C.C. Frame Structure.
2.	Wall	:-	Brick wall outer 6"& inner4" thick as per Architectural drawing
3.	Floor Height	:-	3 m floor to floor.
4.	Door	:-	Steel Rolling Shutter of 8 ft Width.
5.	Flooring	:-	Vitrified tiles size (2' X 2')
6.	Electrical	:-	Adequate concealed electric fitting with ISI buttons & wire with 2 Fan Point, 4 Light Point & 2 Socket.
7.	Paint	:-	Internal :- plastic paint with putting. Outer :- outer paint with waterproof cement paint as per Design.

MANNER OF PAYMENT

Rs. (Rs._____) paid by the Purchaser to the Vendors by CASH towards earnest/ token money, the receipt where of is acknowledged by the Vendor.

30 % Is agreed to pay by the Purchaser to the Vendors at the time of Compliation of parking Slap of Building.

30 % Is agreed to pay by the Purchaser to the Vendors at the time of Compliation of First Floor Slap of Building.

Rs. (Rs. _____) is agreed to pay by the Purchaser to the Vendors at the time of Execution & Registration of Sale Deed.

Rs. _____ (Rs. _____)

THAT THE VENDOR/DEVELOPERAND THE PURCHASER DO HEREBYCOVENANT WITH EACH OTHER AS FOLLOWS :-

1. THAT the Vendors/Developers hereby assures the Purchaser that the property hereby agreed to be sold is exclusively owned by him and none except him is legally entitled to claim any right, share, title or partition in the aforesaid property.

2. THAT the Vendors/Developers hereby assures the Purchaser that he has good, valid and marketable title of the aforesaid property that he has absolute legal right and authority to develop the said Plot into a multistoried building comprising several Tenements and Apartment & Shops in all respects without any let, hindrances or interference from any person or authority.

3. THAT the Vendors/Developers hereby assures and that he has absolute legal right and authority to convey, assign and transfer variable, proportionate and undivided share in the aforesaid Plot along

with Apartment & Shops to the Purchaser by way of agreement/sale at a future date.

4. THAT the Purchaser has satisfied himself in respect of the Vendors/Developers title to the aforesaid property as good, valid and marketable and that he has agreed to purchase the aforesaid Shops as per his own free will and conscience at above agreed price, schedule of specifications and upon terms and conditions, as stipulated in this agreement.

5. THAT the Purchaser specifically agrees that in addition to the agreed sales consideration amount of the said Shop, he shall pay proportionate charges towards installation of electric transformer, underground electric cable, electric & water meter, service tax, stamp duty, registration charges, legal fees, VAT & any other govt.taxesas may be determined and demanded by the Vendors/Developers. It is also agreed by the Purchaser that if he desires to affect any change in standard specifications of construction or desires to carry on any excessive work in his Shop, he shall have to pay extra amount in addition to the agreedsales consideration amount, which shall be determined by the Vendors/Developers and such additional amount shall be payable in advance by the Purchaser to the Vendors/Developers.

6. THAT the Purchaser agrees that he shall be liable to pay NagarParishid taxes, Electricity bills in respect of his Shop and proportionate charges towards Non-Agricultural taxes to concerned government authorities and maintenance charges of **"SURYA TOWER 3"** association from the date of his taking over possession of his Apartment or from the date of registration of the Sale Deed, whichever is earlier.

7. THAT the Purchaser shall pay balance installments of agreed sales consideration amount, strictly on time as stipulated in Manner of Payment described hereinabove. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of balance installments is the essence of contract. Therefore if the

Purchaser fails to pay balance installments on schedule dates, this agreement shall automatically stand terminated and cancelled. The Purchaser is specifically made aware that no extension of time shall be granted to his by the Vendors/Developers for payment of balance installments under any circumstances. It is also agreed by the Purchaser that delays in sanctioning or securing of loan of any kind, if any, applied by him to/with any bank or financial institution shall not be a ground or defense for the Purchaser for non-payment of balance installments on stipulated time.

8. THAT in the event of termination/cancellation of this Agreement to Sell for reasons as stipulated in Clause No.7 hereinabove, the Vendors/Developers shall reserve right to resell the aforesaid Shop, together with the variable, proportionate and undivided share and interest in the said piece of Plot of land to any other intending buyer/Purchaser, without issuing or serving any notice, letter, intimation or communicating to the Purchaser. In above circumstances, the Vendors/Developers will forfeit 15% (Fifteen percent) amount out of agreed sales consideration cost, towards liquidated damages and thereafter the Vendors/Developers will refund consideration cost, towards liquidated damages and thereafter the Vendors/Developers will refund the balance amount, if any, free of any interest to the Purchaser within 3 (Three) months from the date of termination/cancellation of this agreement.

9. THAT subject to timely payment of balance installments/ sales consideration cost by the Purchaser as stipulated herein above, the Vendors/Developers will complete construction of the Apartment as per Specification of Construction in all respects and deliver the vacant and peaceful possession of the same to the Purchaser one year from the date of this agreement to sale. If the construction of the Building completes before the period of One year from the date of Agreement, in that event the purchaser shall have to execute sale deed in his favor at the time of completion of building. In case if the Vendors/Developers is unable to complete construction of the Shop and if he fails to deliver the vacant and peaceful possession of the

same to the Purchaser within stipulated time, then the Purchaser shall reserve right terminate/cancel this agreement and in that circumstances, the Vendors/Developers will refund entire amount paid by the Purchaser, without any interest within 3 (Three) months time subject to condition that the Purchaser cancels his Agreement to Sell by execution of "Deed of Cancellation" and surrenders vacant and peaceful possession of his Shop to the Vendors/Developers. The Vendors/Developers shall not be responsible or liable for delay in completing construction of the Shop, if the delay is caused due to force-major act of god, earthquake, natural disaster, internal riots or emergency situation etc.

10. THAT the Purchaser is specifically made aware by the Vendors/Developers that there shall be no change or deviation in internal structure of his Shoper external elevation of the proposed buildings.

11. THAT the Vendors/Developers shall be exclusive in-charge of construction of Shop in the proposed building, without any let or hindrance or interference by the Purchaser and under no circumstances the Purchaser shall enter into building/construction contract in respect of his Apartment with any other Engineer, Architect, Building Contractor or Advisory agency and any such contract, if made/entered by the Purchaser shall be void and not binding upon the Vendors/Developers.

12. THAT the Purchaser is specifically made aware by the Vendors/Developers that the proposed construction is heterogeneous in nature, comprising R.C.C. & brickwork, which is more particularly described in Specification of Construction (Schedule "A") hereinabove in this agreement. Hence it is agreed by the Purchaser that shortcomings inherent to heterogeneous nature of construction like those due to unequal construction & expansion or unequal settlement of footings are likely to occur and they shall not be treated as construction defects. Further it is specifically agreed by the Purchaser that on account of practical constraint, there will be an allowance of plus or minus five percent variation in dimensions as

shown in the sanctioned Building Plan & therefore the Purchaser shall not be entitled to dispute such defects or claim damages or compensation for such defects or variations from the Vendors/Developers.

13. THAT the Vendors/Developers will reserve his exclusive right to revise/alter the sanctioned Building Plan without giving any intimation to the Purchaser, but subject to approval of competent planning/sanctioning authority.

14. THAT the Vendors/Developers will not deliver physical or judicial possession of the aforesaid Shop to the Purchaser until entire sales consideration cost and charges towards installation of electric transformer, underground electric cable, electric and water meter, service tax, turn over tax, stamp duty, registration charges, legal fee VAT, andany other govt. taxes are paid by him to the Vendors/Developers.

15. THAT the Purchaser agrees that he shall not occupy his Shop without the prior written permission of the Vendors/Developers. TheVendors/Developers shall expressly confirm possession of the Purchaser by issuing a Possession Letter/Certificate; otherwise the Purchaser shall be treated as trespasser.

16. THAT the Purchaser agrees that he shall not utilize his Shop for commencing or carrying on any business of mat, chicken, fish or poultry, wine, bar, restaurant or mess, saw machine, any manufacturing activity, storage of fireworks or any other type of business which may create noise, dust, air pollution or due to which there may be danger of fire, explosion, unhygienic or threat to life.

17. THAT the Purchaser is specifically made aware by the Vendors/Developers that there is no separate or allotted parking for any Shop owner in the said Apartment, however the respective Shop owners will have right to use the common parking area of the ground floor for their parking. That the Vendors/Developers shall have sole and exclusive right and authority to use/occupy/possess/lease/sell/transfer any common area in the said

aforesaid **"SURYA TOWER 3"** building and the said Part of Plot No.1 including terrace on 5th Floor as per his sole discretion and desire without obtaining any consent/no-objection from tenement/apartment owner/s of the Said **"SURYA TOWER 3"**. However, the Shop owner can use the terrace in common uses. The Vendor shall have right to fix the mobile tower on the aforesaid building and to receive amount from that allotment. The Apartment shall not have any rights to construct anything on the 5th Floor and it will be the exclusively right of the Vendors in future to construct the same as per the increase F.S.I.

18. THAT the purchaser clearly understands and agrees with the Vendors/Developers that the Vendors/Developers shall have sole and exclusive right and authority to allot/lease out the common terrace over top floor of **"SURYA TOWER 3"**building to any person/ agency/company for erecting Mobile/Telephone towers, Advertisement boards without obtaining consent/no-objection from the Purchaser.

19. THAT the Purchaser clearly understands and agrees with the Vendors/Developers that in future if any balance or unconsumed F.S.I. or permissible increase in F.S.I. or permissible increase in F.S.I. appurtenant to the aforesaid plot of land shall always remain and vest with the Vendors/Developers for further construction. The Purchaser further agrees that the Vendors/Developers shall be exclusively entitled to use/utilize balance or unconsumed F.S.I. or permissible increase in F.S.I. by erecting additional construction on the available open space or on top or terrace of the proposed buildings. In such event, the Purchaser shall not prevent or obstruct the Vendors/Developers in utilizing and dealing with such additional F.S.I. In such event the prospective buyer of such additional construction or Tenements/Apartments shall have all rights of ingress, egress and right to use the staircase and also to use all other common amenities and facilities etc., as may be provided in the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided share in the said piece of land shall always be

subject to proportionate reduction, if some additional Tenements/ Apartments or Shop are constructed thereon by the Vendors/Developers and in such case, the Purchaser shall not claim proportionate refund of the cost price of land.

20. THAT the Purchaser hereby specifically agrees with the Vendors/Developers that even after taking over possession of his Shop, he shall not object or prevent or obstruct the Vendor/ Developer in any manner in carrying on and completing work of other in the proposed building and keeping building material on open land, passages and/or terrace.

21. THAT all notices, letters, intimations that may be required to be served on the Purchaser shall be deemed to have been delivered and served upon the Purchaser, if it is be sent by the Vendors/Developers by Registered Post/Under Certificate of Posting/Courier at his above mentioned address. That if the Purchaser changes his present address, he shall notify about the same in writing to the Vendors/Developers.

22. THAT the Purchaser agrees to incorporate such terms, conditions, stipulations and restrictive covenants in the Sale Deed which are not set forth herein but which may be deemed necessary or expedient to regulate the easement rights of other Tenement/Apartment owner's interest, in accordance with the provisions of the "Maharashtra Apartment Ownership Act, 1970" and the rules made there under.

23. THAT all expenses that may be incurred and required to be paid on account of Stamp Duty, Registration charges, Legal fees, VAT, and incidental charges for execution/registration of this Agreement to Sell and Sale Deed in future shall be exclusively borne and paid by the Purchaser.

24. THATthe Vendors/Developers will deliver all relevant original documents relating to the title of the said Shop to the Purchaser on the date of registration of Sale Deed.

25. THAT it is agreed by and between the Vendors/Developers and the Purchaser that any dispute arising in context to this agreement can be

SCHEDULE OF PROPERTY REFERRED TO ABOVE

Whereas the **ApartmentNo.** _____ **situated** on_____**FLOOR in "SURYA TOWER 3"**having built-up area _____Sq.Mtrs.(_____ sqft) approx. and Super Built up area _____ Sq.mtrs.(_____ sq. ft) TOGETHER WITH proportionate and undivided share and interest in all that piece and parcel of land bearing part of Plot No. 1,

The plot is bounded as under:-

BOUNDARIES OF PLOT

On the East	-	Lay Out Road
On the West	-	Plot of Shri. Raju karemore
On the North	-	Nagpur - Bhandara Road.
On the South	-	Land of Waghmare

IN WITNESS WHEREOF the VENDORS/DEVELOPERS and the PURCHASER hereinabove named have set their respective hands and signed this "AGEEMENT TO SELL" at BHANDARA on this

// in presence of the attesting witnesses, signing as such.

Sapna Developers.

VirendraKamdev Singh
(VENDORS/DEVELOPERS)